TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the correct the typographical error that included incorrect trademark number to assignment previously recorded on Reel 003528 Frame 0843. Assignor(s) hereby confirms the the deletion of reg. #2998100, from assignment Iron Age Corporation never had rights to reg. no. 2998100.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Iron Age Corporation		09/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Paradox Originating Funding LLC
Street Address:	13801 Reese Boulevard West
Internal Address:	Suite 110
City:	Huntersville
State/Country:	NORTH CAROLINA
Postal Code:	28078
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78475133	HYDROTEX

CH $40.00 78475133

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-979-1817
Email: ccampbell@duanemorris.com
Correspondent Name: Christiane Schuman Campbell
Address Line 1: 30 S. 17th Street
Address Line 2: Duane Morris LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19406

ATTORNEY DOCKET NUMBER:	U1812FIRM/SS

NAME OF SUBMITTER:	Christiane Schuman Campbell
Signature:	/Christiane Schuman Campbell/
Date:	01/11/2008

Total Attachments: 28
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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

04/25/2007
900075253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IRON AGE CORPORATION		03/23/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Paradox Originating Funding LLC
Street Address:	13801 Reese Boulevard West
Internal Address:	Suite 110
City:	Huntersville
State/Country:	NORTH CAROLINA
Postal Code:	28078
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2673949	ARMOR 75 XL-2
Registration Number:	2197972	ARMOR 75X-TRA LITE
Registration Number:	1477784	ATVS BY KNAPP
Registration Number:	2684659	CHIP-TEC
Registration Number:	2618725	E-SHOELUTIONS
Registration Number:	1276282	FREEDOM TOE
Registration Number:	0928349	GRABBER
Registration Number:	2291073	GRABBERS
Registration Number:	2727043	IA
Registration Number:	1966512	IRON AGE
Registration Number:	2998039	IA IRON AGE
Registration Number:	2730271	IRON AGE
Registration Number:	0634888	IRON AGE

CH $715.00 2673949

Registration Number:	3062420	IA IRON AGE THE AUTHORITY IN WORKPLACE FOOTWEAR
Registration Number:	3062421	IA IRON AGE THE AUTHORITY IN WORKPLACE FOOTWEAR
Registration Number:	2998100	IRONMAN
Registration Number:	2315779	KNAPP
Registration Number:	2331271	KNAPP
Registration Number:	0949859	METAPRO
Registration Number:	1082707	SAFE-GARD
Registration Number:	1201228	TWO-SHOT
Serial Number:	78475133	HYDROTEX
Serial Number:	78727724	IRON AGE
Serial Number:	78737481	IRON AGE
Serial Number:	78460218	IA IRON AGE WORKPLACE FOOTWEAR
Serial Number:	78960811	E·SHOELUTIONS
Serial Number:	78737484	IRON AGE
Registration Number:	0785262	KNAPP SHOES

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-979-1817
Email: cschuman@duanemorris.com
Correspondent Name: Christiane Schuman
Address Line 1: 30 S. 17th Street
Address Line 2: Duane Morris LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER:	U1812-00001
NAME OF SUBMITTER:	Christiane Schuman
Signature:	/Christiane Schuman/
Date:	04/25/2007

Total Attachments: 28
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TO:CHRISTIANE SCHUMAN COMPANY:30 S. 17TH STREET

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BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is entered into by and among PARADOX ORIGINATION FUNDING LLC, a Delaware limited liability company (the "Buyer") and IRON AGE CORPORATION, a Delaware corporation ("Iron Age") and Iron Age Canada Ltd., an Ontario, Canada Corporation (together, the "Sellers" and each a "Seller")

W I T N E S S E T H:

WHEREAS, each Seller is a debtor in possession in bankruptcy proceedings before the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court"), Cases No. 07-40217 and 07-40219 (collectively the "Bankruptcy Case"); and

WHEREAS, the Buyer desires to purchase from the Sellers, and the Sellers desire to sell to the Buyer, those certain assets set forth on Exhibit A attached hereto (the "Assets"); and

WHEREAS, the Bankruptcy Court has approved the sale of the Assets by the Sellers to the Buyer in connection with the Bankruptcy Case, pursuant to the order of the Bankruptcy Court dated March 13, 2007 ("Sale Order");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby sell, transfer, assign and convey to the Buyer, free of all liens, claims and encumbrances, on an "as is" and "where is" basis without any warranty or representation of any kind, express or implied, all of the Sellers' right, title and interest in and to Assets, as may exist on the date hereof, as provided in and subject to the terms of, the Sale Order, including without limitation the limited license provided in the Sale Order;

AND, the Sellers agree, upon the reasonable request of Buyer, while the Seller maintains an active business, to execute and deliver such additional instruments of transfer, notices, filings and other documents as Buyer shall reasonably deem necessary to give effect to the sale of the Assets, provided such additional documentation shall be prepared by and at the sole expense of Buyer, and Buyer hereby agrees to pay all reasonable expenses (approved in advance by Buyer) in connection with any filing, recording or other action with respect thereto. Further, Buyer agrees to pay any reasonable expense incurred by Seller (and approved in advance by Buyer) associated with locating, assembling or producing any Assets for delivery to Buyer other than with respect to delivery of the IP Customer List (as defined in the Sale Order).

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TRADEMARK
REEL: 003694 FRAME: 0820

IN WITNESS WHEREOF, the Sellers have caused this Bill of Sale and Assignment to be duly executed and delivered as of the ____ day of March, 2007.

SELLERS:

IRON AGE CORPORATION

By: _____
Name: _____
Title: _____

IRON AGE CANADA LTD.

By: _____
Name: _____
Title: _____

BUYER:

PARADOX ORIGINATION FUNDING LLC

By: _____
Name: EDWARD P. MONTZER
Title: VICE PRESIDENT

EXHIBIT A

List of Assets

All the Sellers' right, title and interest in and to following assets:

a) **Copyrights**. All of the following in which either Seller now holds any right, title or interest (referred to hereinafter collectively as the "Copyrights"): (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work including, without limitation, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (g) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (h) any rights to sue for past, present and future infringements of any copyright; and (i) any other rights corresponding to any of the foregoing rights throughout the world;

b) **Patents.** All of the following in which either Seller now holds any right, title or interest (referred to hereinafter collectively as the "Patents"): (a) all United States or foreign patents (including, without limitation, utility, design and plant patents), all registrations and recordings thereof and all applications for United States or foreign patents, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing patented products, including, without limitation, trade secrets, formulas, IP Customer List (as defined in the Sale Order), manufacturing processes, mask works, original molds and original prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent;

c) **Trademarks.** All of the following in which either Seller now holds any right, title or interest (referred to hereinafter collectively as the "Trademarks"): (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, IP Customer List (as defined in the Sale Order), manufacturing processes, original molds, designs, plans and original prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to

the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement, and (g) any rights to sue for past, present and future infringements of the Marks;

d) All rights of Sellers under the following (referred to hereinafter collectively as the "Claims"): any pending suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of (i) any of the Copyrights, Patents or Trademarks, or (ii) any written agreement, in which either Seller holds any right, title or interest, which agreement grants any right in or to any Copyright or Copyright registration, Patent, Trademark (whether such Seller is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which such Seller has obtained the exclusive right to use a copyright, patent or trademark owned by a third party, a sublicense to use a copyright, patent or trademark, a distribution agreement regarding copyrighted works, one or more patented products or processes, or goods or services covered by one or more trademarks, and the right to prepare for sale, sell or advertise for sale, all of the inventory owned by such Seller and covered by such license agreement;

e) To the extent not otherwise included therein, all Proceeds (as such term is defined in Article 9 of the Uniform Commercial Code as in effect in the State of New York on the date hereof, "Proceeds") of the Copyrights, the Patents, the Trademarks and the Claims and all accessions to, substitutions and replacements for and rents, profits and products of each of the Copyrights, the Patents, the Trademarks and the Claims, provided, the transfer of income, royalties and profits of any kind or character referred to in this Bill of Sale shall be subject to the terms of the Assignment and Assumption Agreement entered into by and among the parties on the date hereof; and

f) Each of the assets (whether or not included in (a) through (e) above), set forth in Items 1 through 6 of Annex I attached hereto together with all of the goodwill of the business associated with such assets.

ANNEX I

1) Patents

I. United States

Owner: Iron Age Corporation

ISSUE DATE	PATENT NO.	TITLE	EXP. DATE
13-Apr-2004	6,721,161	Sole Structure For Electrostatic Dissipative Footwear And Method Of Making Same	24-Sep-2021
03-Jan-2006	6,982,861	Sole Structure For Electrostatic Dissipative Footwear And Method Of Making Same	21-Mar-2021
17-Dec-2002	D467,060	Shoe Sole	17-Dec-2016

II. Foreign

Owner: Iron Age Corporation

ISSUE DATE	PATENT NO.	TITLE	COUNTRY
21-Sep-2004	221086	Sole Structure For Electrostatic Dissipative Footwear And Method Of Making Same	TAIWAN

APPLICATION DATE	APPLICATION NO.	TITLE	COUNTRY
23-Oct-2001	PCT/US01/46103	Sole Structure For Electrostatic Dissipative Footwear And Method Of Making Same	PATENT COOPERATION TREATY

2) Trademarks

I. United States Trademarks

Owner: Iron Age Corporation.

ACTIVE MARKS

lemark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
ARMOR 75 XL-2	76/195492	1/17/2001	2673949	1/14/2003	25
ARMOR 75X-TRA LITE (& DESIGN)	75/342582	8/18/1997	2197972	10/20/1998	25
ATVS BY KNAPP	73/629844	11/3/1986	1477784	2/23/1988	25
CHIP-TEC	76/332819	10/31/2001	2684659	2/4/2003	25

lemark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
E-SHOELUTIONS	76/071326	6/15/2000	2618725	9/10/2002	35
E-SHOELUTIONS (Stylized)	78/960811	8/25/2006			42
FREEDOM TOE	73/400845	10/26/1982	1276282	5/1/1984	25
GRABBER	72/381260	1/18/1971	928349	2/1/1972	9
GRABBERS	75/530025	8/3/1998	2291073	11/9/1999	25
HYDROTEX	78/475133	8/27/2004			25
IA (Design)	76/443365	8/23/2002	2727043	6/17/2003	25
IRON AGE	74/626667	1/24/1995	1966512	4/9/1996	42
IRON AGE	78/460215	8/2/2004	2998039	9/20/2005	25
IRON AGE	78/727724	10/6/2005			9
IRON AGE	78/737481	10/20/2005			9
IRON AGE	78/737484	10/20/2005			25
IRON AGE (& DESIGN)	76/314396	9/19/2001	2730271	6/24/2003	25
IRON AGE (STYLIZED)	72/001059	1/19/1956	634888	9/25/1956	25
IRON AGE THE AUTHORITY IN WORK	78/460216	8/2/2004	3062420	2/28/2006	42
IRON AGE THE AUTHORITY IN WORK	78/460219	8/2/2004	3062421	2/28/2006	25
IRON AGE WORKPLACE FOOTWEAR	78/460218	8/2/2004			25
IRONMAN	78/461212	8/3/2004	2998100	9/20/2005	25
KNAPP	75/522896	7/16/1998	2315779	2/8/2000	25
KNAPP	75/536442	8/14/1998	2331271	3/21/2000	35
KNAPP SHOES (& DESIGN)	72/189710	3/26/1964	785262	2/16/1965	25
METAPRO	72/408395	11/22/1971	949859	1/2/1973	9
SAFE-GARD	73/125367	5/5/1977	1082707	1/17/1978	25
TWO-SHOT	73/283785	10/29/1980	1201228	7/13/1982	25

INACTIVE MARKS

lemark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
AMERICA'S CHOICE IN WORK SHOES	75/713177	5/24/1999	2424606	1/30/2001	
HIGH WIDE PROFILE II	75/418663	1/9/1998	2230555	3/9/1999	
IRON AGE	75/728611	6/15/1999	2338623	4/4/2000	
IRON AGE (& DESIGN)	73/314475	6/11/1981	1212263	10/12/1982	
IRON AGE MAXIMUM	74/070897	6/19/1990	1671179	1/7/1992	
IRON AGE MAXIMUM PLUX 2000	75/626374	1/26/1999	2351532	5/23/2000	

lemark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
IRON AGE PLUS	75/077586	3/25/1996	2120443	12/9/1997	
IRON AGE PLUS	75/077586	3/25/1996	2112932	11/11/1997	
IRON AGE SPORTWORK II AND 1992	74/070762	6/19/1990	1677695	3/3/1992	
KNAPP ATVS BUILT TO GO ANYWHERE	74/580683	9/30/1994	1967884	4/16/1996	
KNAPP ATVS BUILT TO GO ANYWHERE	74/580704	9/30/1994	1919898	9/19/1995	
KNAPP ATVS U.S.A. 2000 SERIES	74/454002	11/3/1993	1905063	7/11/1995	
KNAPP ATVS U.S.A. 2000 SERIES	74/454030	11/3/1993	1901251	6/20/1995	
KNAPP FREE-WAY CUSHIONED SHOES	72/043459	1/6/1958	671243	12/16/1958	
KNAPP MASTERCRAFT CUSIONED COMFORT & DESIGN	73/177390	7/7/1978	1133194	4/15/1980	
MIGHTY TOUCH	74/503977	3/11/1994	1919851	9/19/1995	
MIGHTY TOUCH RUGGED LEATHER BOOTS (& DESIGN)	74/503978	3/11/1994	1919852	9/19/1995	
MT. DURA	75/625300	1/22/1999	2407139	11/21/2000	
MT. DURA (& DESIGN)	75/625484	1/22/1999	2407141	11/21/2000	
OIL RESISTANT GUARANTEED SHU-LIFE SOLE NON-MARKING	72/169638	5/24/1963	781371	11/17/1964	
ROUGH CREEK	75/095927	4/29/1996	2082503	7/22/1997	
RUFFHIDES	74/491094	2/15/1994	2171489	7/7/1996	
SPORTWORK	75/319369	7/3/1997	2189220	9/15/1998	
THE ORIGINAL IRON AGE CYCLE BOOT DESIGN	76/200245	1/25/2001	2671174	1/7/2003	
THE SOLES OF WORKING AMERICA	75/462254	4/6/1998	2234295	3/23/1999	
TRAILBREAKERS	73/464234	2/6/1984	1312443	1/1/1985	
TUF-SHOT	73/474773	4/10/1984	1344676	6/25/1985	

II. Foreign Trademarks

Owner: Iron Age Corporation

ACTIVE MARKS

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Australia	IRON AGE	822342	2/3/2000	822342	2/3/2000	
Benelux	IRON AGE	488206	12/7/1990	488506	12/7/1990	
Canada	E-SHOELUTIONS	1082028	11/9/2000	598646	1/6/2004	
Canada	GRABBERS	1000898	12/29/1998	541750	3/1/2001	
Canada	IRON AGE	401496	8/23/1976	223537	10/7/1997	
Canada	IRON AGE	775314	2/13/1995	473865	3/26/1997	
Canada	SAFE-GARD	869158	2/11/1998	511663	5/10/1999	
China P.R.	IRON AGE	92031129	6/19/1992	642723	5/21/1993	25
Community Trademark	IRON AGE	4911641	2/20/2006			9
Denmark	IRON AGE	VA05231/1980	11/26/1980	VR02318/1981		
France	IRON AGE	243299	11/27/1980	1621306	10/15/1990	
Germany	IRON AGE	C29823/25 Wz	11/27/1980	1022860	11/27/1980	
Great Britain	GRABBERS	2233084	5/18/2000	2233084	5/18/2000	
Great Britain	IRON AGE	1512133	9/9/1992	1512133	9/9/1992	
Great Britain	IRON AGE	1144205	11/19/1980	1144205	11/19/1980	
Hong Kong	IRON AGE	92/11108	5/12/1992	199304875	5/12/1992	9
Japan	IRON AGE	07/080174	8/3/1995	3338462	8/8/1997	
Mexico	CHIP-TEC	543100	4/16/2002	779145	2/20/2003	
Mexico	E-SHOELUTIONS	459028	11/21/2000	689865	2/28/2001	
Mexico	IRON AGE	111295	4/22/1991	419038	8/3/1992	
Mexico	SAFE-GARD	325962	3/16/1998	599938	3/16/1998	
New Zealand	IRON AGE	607636	2/3/2000	607636	2/3/2000	
New Zealand	IRON AGE	607635	2/3/2000	607635	2/3/2000	
Norway	IRON AGE	19803361	11/26/1980	110047	12/3/1981	
Philippines	IRON AGE	102857	9/20/1995	41995-104101	12/14/1999	
Philippines	IRON AGE	102856	9/20/1995	41995-104100	11/28/2000	
Republic of Korea	IRON AGE	96-12449	3/29/1996	386476	12/15/1997	
Republic of Korea	IRON AGE	96-3290	3/29/1996	41362	2/19/1997	
Sweden	IRON AGE	10911	2/8/2001	176255	4/16/1981	
Taiwan	IRON AGE	81-027119	3/16/1989	434908	6/2/1992	

INACTIVE MARKS

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Canada	CHIP-TEC	1136788	4/9/2002			
Canada	WORKSPORT	893041	10/13/1998	550825	9/14/2001	
Finland	GRABBERS BY KNAPP	T200001882	5/31/2000	220852	5/15/2001	
Mexico	ARMOR 75X-TRA LITE (& Design)	322891	2/18/1998	581659	7/6/1998	
Mexico	IRON AGE	233379	6/1/1995	509304	10/31/1995	
Mexico	KNAPP GRABBERS	385744	8/5/1999	623378	9/20/1999	
Mexico	SPORTWORK	318773	1/4/1998	5736674	3/30/1998	

3) All Domain names and internally developed software, including but not limited to:

Domain names:

www.ironageshoes.com
www.ironagecorp.com
www.eshoelutions.com
www.knappshoes.com
www.loefflersafetyshoes.com
www.loefflerssafetyshoes.com
www.ironageshoes.ca
www.e-shoelutions.com

Internally developed software, including all source code related to same:

(i) POS system, including "private labeled version of point of sale (POS) computer programs" that company has developed (see Item 22, Sheet 16 of 58, Schedule B, Summary of Schedules, dated February 6, 2007)
(ii) Mainframe software ("MCS)
(iii) Control 2
(iv) eSHOElution, including the "New eSHOE" system
(v) Order Sortation
(vi) EDI
(vii) Human Resources Project
(viii) Drop Ship Project
(ix) Location Automation
(x) Cambar

4) IP Customer List (as defined in the Sale Order), including:

(i) A Microsoft Access 2000 electronic file providing a list of persons or entities to whom the Sellers have sold goods. The list will include an account name and number for approximately 222,968 shipping addresses, including shipping addresses for 89,190 accounts purchasing goods during fiscal year ending January 2007. In addition, the Sellers will provide the "National Account" list currently maintained by Seller.

(ii) An Excel spreadsheet (maintained by the Debtor as the "Sales By County Report" – showing sales by account for 2005 and 2006) with a complete list of US and Canada shoe mobile and store accounts (identified as "M" for "Mobile" accounts and Iron Age catalogue (identified as "D" for Direct accounts) for the most recently ended fiscal year. To the extent it is part of this report, the Sellers will include the name(s) of primary representative(s)/contact(s) for each account, and the associated phone numbers, fax numbers, and e-mail addresses for those primary contact(s).

(iii) A Knapp catalog mailing list owned and maintained by the Debtors.

5) Catalog and marketing material designs, including but not limited to:

(i) Digital and physical product photographs

(ii) Catalog and marketing material production designs, templates, logos, and layout guides

6) Footwear designs, including but not limited to:

(i) All right, title and interest in and to footwear designs, molds, lasts, and manufacturing documentation used in the production of Iron Age, Knapp, and Grabber products.

(ii) All right, title and interest in and to designs related to the packaging and shipping of product, including box and other packaging designs.

(iii) Electronic files maintained by the Seller, in format and resolution as employed in the Sellers' business, for all United States or foreign trademarks, logos, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, other source or business identifiers, and designs.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is entered into by and among PARADOX ORIGINATION FUNDING LLC, a Delaware limited liability company (the "Buyer") and IRON AGE CORPORATION, a Delaware corporation ("Iron Age") and Iron Age Canada Ltd., an Ontario, Canada Corporation (together, the "Sellers" and each a "Seller")

WITNESSETH:

WHEREAS, each Seller is a debtor in possession in bankruptcy proceedings before the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court"), Cases No. 07-40217 and 07-40219 (collectively the "Bankruptcy Case"); and

WHEREAS, the Buyer desires to purchase from the Sellers, and the Sellers desire to sell to the Buyer, those certain assets set forth on Exhibit A attached hereto (the "Assets"); and

WHEREAS, the Bankruptcy Court has approved the sale of the Assets by the Sellers to the Buyer in connection with the Bankruptcy Case, pursuant to the order of the Bankruptcy Court dated March 13, 2007 ("Sale Order");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby sell, transfer, assign and convey to the Buyer, free of all liens, claims and encumbrances, on an "as is" and "where is" basis without any warranty or representation of any kind, express or implied, all of the Sellers' right, title and interest in and to Assets, as may exist on the date hereof, as provided in and subject to the terms of, the Sale Order, including without limitation the limited license provided in the Sale Order;

AND, the Sellers agree, upon the reasonable request of Buyer, while the Seller maintains an active business, to execute and deliver such additional instruments of transfer, notices, filings and other documents as Buyer shall reasonably deem necessary to give effect to the sale of the Assets, provided such additional documentation shall be prepared by and at the sole expense of Buyer, and Buyer hereby agrees to pay all reasonable expenses (approved in advance by Buyer) in connection with any filing, recording or other action with respect thereto. Further, Buyer agrees to pay any reasonable expense incurred by Seller (and approved in advance by Buyer) associated with locating, assembling or producing any Assets for delivery to Buyer other than with respect to delivery of the IP Customer List (as defined in the Sale Order).

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TRADEMARK
REEL: 003694 FRAME: 0830

IN WITNESS WHEREOF, the Sellers have caused this Bill of Sale and Assignment to be duly executed and delivered as of the ___ day of March, 2007.

SELLERS:

IRON AGE CORPORATION

By: _____
Name: Gary Lorne
Title: President

IRON AGE CANADA LTD.

By: _____
Name: Gary Lorne
Title: President

BUYER:

PARADOX ORIGINATION FUNDING LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

List of Assets

All the Sellers' right, title and interest in and to following assets:

a) **Copyrights**. All of the following in which either Seller now holds any right, title or interest (referred to hereinafter collectively as the "Copyrights"): (a) all copyrights, whether registered or unregistered, held or existing pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions of any copyright; (d) any registrations to be issued in any pending applications; (e) any prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (f) any original embodiments of a work that are necessary for the manufacture or production of a copyrighted work including, without limitation, molds, master tapes, master film reels, master CDs, master DVDs, master disks or other master magnetic or electronic media; (g) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (h) any rights to sue for past, present and future infringements of any copyright; and (i) any other rights corresponding to any of the foregoing rights throughout the world;

b) **Patents**. All of the following in which either Seller now holds any right, title or interest (referred to hereinafter collectively as the "Patents"): (a) all United States or foreign patents (including, without limitation, utility, design and plant patents), all registrations and recordings thereof and all applications for United States or foreign patents, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, divisions, continuations, renewals, continuations in part or extensions of any patent; (c) all petty patents, divisionals and patents of addition; (d) all patents to issue in any such applications; (e) all means of manufacturing patented products, including, without limitation, trade secrets, formulas, IP Customer List (as defined in the Sale Order), manufacturing processes, mask works, original molds and original prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (g) any rights to sue for past, present and future infringements of any patent;

c) **Trademarks**. All of the following in which either Seller now holds any right, title or interest (referred to hereinafter collectively as the "Trademarks"): (a) any United States or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "Marks"); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, IP Customer List (as defined in the Sale Order), manufacturing processes, original molds, designs, plans and original prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to

the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement, and (g) any rights to sue for past, present and future infringements of the Marks;

d) All rights of Sellers under the following (referred to hereinafter collectively as the "Claims"): any pending suits, actions, proceedings (administrative, judicial or in arbitration, mediation or alternative dispute resolution), claims or counterclaims for infringement, misappropriation, or other violation of (i) any of the Copyrights, Patents or Trademarks, or (ii) any written agreement, in which either Seller holds any right, title or interest, which agreement grants any right in or to any Copyright or Copyright registration, Patent, Trademark (whether such Seller is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which such Seller has obtained the exclusive right to use a copyright, patent or trademark owned by a third party, a sublicense to use a copyright, patent or trademark, a distribution agreement regarding copyrighted works, one or more patented products or processes, or goods or services covered by one or more trademarks, and the right to prepare for sale, sell or advertise for sale, all of the inventory owned by such Seller and covered by such license agreement;

e) To the extent not otherwise included therein, all Proceeds (as such term is defined in Article 9 of the Uniform Commercial Code as in effect in the State of New York on the date hereof, "Proceeds") of the Copyrights, the Patents, the Trademarks and the Claims and all accessions to, substitutions and replacements for and rents, profits and products of each of the Copyrights, the Patents, the Trademarks and the Claims, provided, the transfer of income, royalties and profits of any kind or character referred to in this Bill of Sale shall be subject to the terms of the Assignment and Assumption Agreement entered into by and among the parties on the date hereof; and

f) Each of the assets (whether or not included in (a) through (e) above), set forth in Items 1 through 6 of Annex I attached hereto together with all of the goodwill of the business associated with such assets.

ANNEX I

1) Patents

I. United States

Owner: Iron Age Corporation

ISSUE DATE	PATENT NO.	TITLE	EXP. DATE
13-Apr-2004	6,721,161	Sole Structure For Electrostatic Dissipative Footwear And Method Of Making Same	24-Sep-2021
03-Jan-2006	6,982,861	Sole Structure For Electrostatic Dissipative Footwear And Method Of Making Same	21-Mar-2021
17-Dec-2002	D467,060	Shoe Sole	17-Dec-2016

II. Foreign

Owner: Iron Age Corporation

ISSUE DATE	PATENT NO.	TITLE	COUNTRY
21-Sep-2004	221086	Sole Structure For Electrostatic Dissipative Footwear And Method Of Making Same	TAIWAN

APPLICATION DATE	APPLICATION NO.	TITLE	COUNTRY
23-Oct-2001	PCT/US01/46103	Sole Structure For Electrostatic Dissipative Footwear And Method Of Making Same	PATENT COOPERATION TREATY

2) Trademarks

I. United States Trademarks

Owner: Iron Age Corporation.

ACTIVE MARKS

lemark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
ARMOR 75 XL-2	76/195492	1/17/2001	2673949	1/14/2003	25
ARMOR 75X-TRA LITE (& DESIGN)	75/342582	8/18/1997	2197972	10/20/1998	25
ATVS BY KNAPP	73/629844	11/3/1986	1477784	2/23/1988	25
CHIP-TEC	76/332819	10/31/2001	2684659	2/4/2003	25

lemark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
E-SHOELUTIONS	76/071326	6/15/2000	2618725	9/10/2002	35
E-SHOELUTIONS (Stylized)	78/960811	8/25/2006			42
FREEDOM TOE	73/400845	10/26/1982	1276282	5/1/1984	25
GRABBER	72/381260	1/18/1971	928349	2/1/1972	9
GRABBERS	75/530025	8/3/1998	2291073	11/9/1999	25
HYDROTEX	78/475133	8/27/2004			25
IA (Design)	76/443365	8/23/2002	2727043	6/17/2003	25
IRON AGE	74/626667	1/24/1995	1966512	4/9/1996	42
IRON AGE	78/460215	8/2/2004	2998039	9/20/2005	25
IRON AGE	78/727724	10/6/2005			9
IRON AGE	78/737481	10/20/2005			9
IRON AGE	78/737484	10/20/2005			25
IRON AGE (& DESIGN)	76/314396	9/19/2001	2730271	6/24/2003	25
IRON AGE (STYLIZED)	72/001059	1/19/1956	634888	9/25/1956	25
IRON AGE THE AUTHORITY IN WORK	78/460216	8/2/2004	3062420	2/28/2006	42
IRON AGE THE AUTHORITY IN WORK	78/460219	8/2/2004	3062421	2/28/2006	25
IRON AGE WORKPLACE FOOTWEAR	78/460218	8/2/2004			25
IRONMAN	78/461212	8/3/2004	2998100	9/20/2005	25
KNAPP	75/522896	7/16/1998	2315779	2/8/2000	25
KNAPP	75/536442	8/14/1998	2331271	3/21/2000	35
KNAPP SHOES (& DESIGN)	72/189710	3/26/1964	785262	2/16/1965	25
METAPRO	72/408395	11/22/1971	949859	1/2/1973	9
SAFE-GARD	73/125367	5/5/1977	1082707	1/17/1978	25
TWO-SHOT	73/283785	10/29/1980	1201228	7/13/1982	25

INACTIVE MARKS

lemark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
AMERICA'S CHOICE IN WORK SHOES	75/713177	5/24/1999	2424606	1/30/2001	
HIGH WIDE PROFILE II	75/418663	1/9/1998	2230555	3/9/1999	
IRON AGE	75/728611	6/15/1999	2338623	4/4/2000	
IRON AGE (& DESIGN)	73/314475	6/11/1981	1212263	10/12/1982	
IRON AGE MAXIMUM	74/070897	6/19/1990	1671179	1/7/1992	
IRON AGE MAXIMUM PLUX 2000	75/626374	1/26/1999	2351532	5/23/2000	

lemark	Application Number	Application Date	Registration Number	Registration Date	International Class Goods
IRON AGE PLUS	75/077586	3/25/1996	2120443	12/9/1997	
IRON AGE PLUS	75/077586	3/25/1996	2112932	11/11/1997	
IRON AGE SPORTWORK II AND 1992	74/070762	6/19/1990	1677695	3/3/1992	
KNAPP ATVS BUILT TO GO ANYWHERE	74/580683	9/30/1994	1967884	4/16/1996	
KNAPP ATVS BUILT TO GO ANYWHERE	74/580704	9/30/1994	1919898	9/19/1995	
KNAPP ATVS U.S.A. 2000 SERIES	74/454002	11/3/1993	1905063	7/11/1995	
KNAPP ATVS U.S.A. 2000 SERIES	74/454030	11/3/1993	1901251	6/20/1995	
KNAPP FREE-WAY CUSHIONED SHOES	72/043459	1/6/1958	671243	12/16/1958	
KNAPP MASTERCRAFT CUSIONED COMFORT & DESIGN	73/177390	7/7/1978	1133194	4/15/1980	
MIGHTY TOUCH	74/503977	3/11/1994	1919851	9/19/1995	
MIGHTY TOUCH RUGGED LEATHER BOOTS (& DESIGN)	74/503978	3/11/1994	1919852	9/19/1995	
MT. DURA	75/625300	1/22/1999	2407139	11/21/2000	
MT. DURA (& DESIGN)	75/625484	1/22/1999	2407141	11/21/2000	
OIL RESISTANT GUARANTEED SHU-LIFE SOLE NON-MARKING	72/169638	5/24/1963	781371	11/17/1964	
ROUGH CREEK	75/095927	4/29/1996	2082503	7/22/1997	
RUFFHIDES	74/491094	2/15/1994	2171489	7/7/1996	
SPORTWORK	75/319369	7/3/1997	2189220	9/15/1998	
THE ORIGINAL IRON AGE CYCLE BOOT DESIGN	76/200245	1/25/2001	2671174	1/7/2003	
THE SOLES OF WORKING AMERICA	75/462254	4/6/1998	2234295	3/23/1999	
TRAILBREAKERS	73/464234	2/6/1984	1312443	1/1/1985	
TUF-SHOT	73/474773	4/10/1984	1344676	6/25/1985	

II. Foreign Trademarks

Owner: Iron Age Corporation

ACTIVE MARKS

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Australia	IRON AGE	822342	2/3/2000	822342	2/3/2000	
Benelux	IRON AGE	488206	12/7/1990	488506	12/7/1990	
Canada	E-SHOELUTIONS	1082028	11/9/2000	598646	1/6/2004	
Canada	GRABBERS	1000898	12/29/1998	541750	3/1/2001	
Canada	IRON AGE	401496	8/23/1976	223537	10/7/1997	
Canada	IRON AGE	775314	2/13/1995	473865	3/26/1997	
Canada	SAFE-GARD	869158	2/11/1998	511663	5/10/1999	
China P.R.	IRON AGE	92031129	6/19/1992	642723	5/21/1993	25
Community Trademark	IRON AGE	4911641	2/20/2006			9
Denmark	IRON AGE	VA05231/1980	11/26/1980	VR02318/1981		
France	IRON AGE	243299	11/27/1980	1621306	10/15/1990	
Germany	IRON AGE	C29823/25 Wz	11/27/1980	1022860	11/27/1980	
Great Britain	GRABBERS	2233084	5/18/2000	2233084	5/18/2000	
Great Britain	IRON AGE	1512133	9/9/1992	1512133	9/9/1992	
Great Britain	IRON AGE	1144205	11/19/1980	1144205	11/19/1980	
Hong Kong	IRON AGE	92/11108	5/12/1992	199304875	5/12/1992	9
Japan	IRON AGE	07/080174	8/3/1995	3338462	8/8/1997	
Mexico	CHIP-TEC	543100	4/16/2002	779145	2/20/2003	
Mexico	E-SHOELUTIONS	459028	11/21/2000	689865	2/28/2001	
Mexico	IRON AGE	111295	4/22/1991	419038	8/3/1992	
Mexico	SAFE-GARD	325962	3/16/1998	599938	3/16/1998	
New Zealand	IRON AGE	607636	2/3/2000	607636	2/3/2000	
New Zealand	IRON AGE	607635	2/3/2000	607635	2/3/2000	
Norway	IRON AGE	19803361	11/26/1980	110047	12/3/1981	
Philippines	IRON AGE	102857	9/20/1995	41995-104101	12/14/1999	
Philippines	IRON AGE	102856	9/20/1995	41995-104100	11/28/2000	
Republic of Korea	IRON AGE	96-12449	3/29/1996	386476	12/15/1997	
Republic of Korea	IRON AGE	96-3290	3/29/1996	41362	2/19/1997	
Sweden	IRON AGE	10911	2/8/2001	176255	4/16/1981	
Taiwan	IRON AGE	81-027119	3/16/1989	434908	6/2/1992	

INACTIVE MARKS

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Canada	CHIP-TEC	1136788	4/9/2002			
Canada	WORKSPORT	893041	10/13/1998	550825	9/14/2001	
Finland	GRABBERS BY KNAPP	T200001882	5/31/2000	220852	5/15/2001	
Mexico	ARMOR 75X-TRA LITE (& Design)	322891	2/18/1998	581659	7/6/1998	
Mexico	IRON AGE	233379	6/1/1995	509304	10/31/1995	
Mexico	KNAPP GRABBERS	385744	8/5/1999	623378	9/20/1999	
Mexico	SPORTWORK	318773	1/4/1998	5736674	3/30/1998	

3) **All Domain names and internally developed software, including but not limited to:**

Domain names:

www.ironageshoes.com
www.ironagecorp.com
www.eshoelutions.com
www.knappshoes.com
www.loefflersafetyshoes.com
www.loefflerssafetyshoes.com
www.ironageshoes.ca
www.e-shoelutions.com

Internally developed software, including all source code related to same:

(i) POS system, including "private labeled version of point of sale (POS) computer programs" that company has developed (see Item 22, Sheet 16 of 58, Schedule B, Summary of Schedules, dated February 6, 2007)
(ii) Mainframe software ("MCS)
(iii) Control 2
(iv) eSHOElution, including the "New eSHOE" system
(v) Order Sortation
(vi) EDI
(vii) Human Resources Project
(viii) Drop Ship Project
(ix) Location Automation
(x) Cambar

4) **IP Customer List (as defined in the Sale Order), including:**

(i) A Microsoft Access 2000 electronic file providing a list of persons or entities to whom the Sellers have sold goods. The list will include an account name and number for approximately 222,968 shipping addresses, including shipping addresses for 89,190 accounts purchasing goods during fiscal year ending January 2007. In addition, the Sellers will provide the "National Account" list currently maintained by Seller.

(ii) An Excel spreadsheet (maintained by the Debtor as the "Sales By County Report" – showing sales by account for 2005 and 2006) with a complete list of US and Canada shoe mobile and store accounts (identified as "M" for "Mobile" accounts and Iron Age catalogue (identified as "D" for Direct accounts) for the most recently ended fiscal year. To the extent it is part of this report, the Sellers will include the name(s) of primary representative(s)/contact(s) for each account, and the associated phone numbers, fax numbers, and e-mail addresses for those primary contact(s).

(iii) A Knapp catalog mailing list owned and maintained by the Debtors.

5) **Catalog and marketing material designs, including but not limited to:**

(i) Digital and physical product photographs

(ii) Catalog and marketing material production designs, templates, logos, and layout guides

6) **Footwear designs, including but not limited to:**

(i) All right, title and interest in and to footwear designs, molds, lasts, and manufacturing documentation used in the production of Iron Age, Knapp, and Grabber products.

(ii) All right, title and interest in and to designs related to the packaging and shipping of product, including box and other packaging designs.

(iii) Electronic files maintained by the Seller, in format and resolution as employed in the Sellers' business, for all United States or foreign trademarks, logos, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, other source or business identifiers, and designs.